

APPROVED by the Allen County, Indiana,  
Plan Commission on 11 AUGUST 93

APPROVED by the Allen County Zoning  
Administrator on 23 August 1994

93 AUG 26 AM 10:04

93-49094

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President  
*William J. Frank*  
Vice President  
Secretary

APPROVED by the Allen County Surveyor  
on 11 AUGUST 93

APPROVED by the Allen County Health  
Commissioner on 11 AUGUST 93

APPROVED by the Allen County Board of  
Commissioners on 11 AUGUST 93

APPROVED by the Allen County Health  
Commissioner on 11 AUGUST 93

APPROVED by the Allen County Auditor  
LEWIS K. BROWN

# HOLLY RIDGE, SECTION I

PART OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 32 NORTH, RANGE 12 EAST, LYING EAST OF STATE ROAD #3 AND PART OF THE WEST 17.27 CHAINS OF THE N1/2 OF THE SW1/4 OF THE NE1/4 OF SECTION 32, TOWNSHIP 32 NORTH, RANGE 12 EAST, ALLEN CO. IN.

## LEGAL DESCRIPTION

Part of the North Half of the Southeast Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Lying East of State Road #3, (Project "S" 419 (A) 1959), and Part of the West 17.27 chains of the North Half of the Northwest Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, in Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, said point also being the Southeast corner of Lot Numbered 12 in Rousseau's Second Outlot Addition, as recorded in Plat Book 74, Page 51, in the Office of the Recorder of Allen County, Indiana; thence East along the North line of the SW 1/4 of the NE 1/4 of Sec. 32-32-12, a distance of 118.25 feet; thence South with a deflection angle to the right of 90 degrees 00 minutes a distance of 188.88 feet; thence Southwesterly with a deflection angle to the right of 12 degrees 36 minutes 50 seconds a distance of 75.28 feet; thence Southwesterly with a deflection angle to the right of 25 degrees 07 minutes a distance of 79.92 feet; thence Southeasterly with a deflection angle to the left of 110 degrees 13 minutes a distance of 202.62 feet; thence Southwesterly with a deflection angle to the right of 90 degrees 00 minutes a distance of 130.13 feet; thence Southeasterly with a deflection angle to the left of 90 degrees 00 minutes a distance of 26.16 feet; thence Southwesterly with a deflection angle to the right of 90 degrees 00 minutes a distance of 158.70 feet to a point on the South line of the West 17.27 chains of the N 1/2 of the SW 1/4 of the NE 1/4 of Sec. 32-32-12; thence West with a deflection angle to the right of 72 degrees 15 minutes 50 seconds along said South line, a distance of 190.81 feet to a steel rail post; thence West with a deflection angle to the right of 80 degrees 44 minutes 10 seconds a distance of 1266.60 feet to a point on the proposed Easterly right-of-way line of State Road #3 (Project "S" 419 (A) 1959), said point being 90.0 feet radially distant from the centerline of said road; thence Northerly with a deflection angle to the right of 87 degrees 40 minutes 10 seconds to the chord of a curve to the left having a radius of 963.93 feet, a central angle of 03 degrees 58 minutes 05 seconds, and a chord distance of 667.40 feet, along said proposed Easterly right-of-way line, being 90.0 feet radially distant from the centerline of State Road #3, an arc distance of 667.37 feet to a point on the South line of Lot Numbered 10 in the aforementioned Rousseau's Second Outlot Addition; thence East with a deflection angle to the right of 92 degrees 09 minutes 50 seconds, from the chord of said curve, along the South line of Lots #10, #11 and #12 in said Rousseau's Second Outlot Addition, a distance of 1294.37 feet to the point of beginning, containing 22.08 acres, subject to easements.

## CERTIFICATION

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a survey of the real estate shown and described herein. Measurements were made and corners perpetuated as shown in accordance with the true and established lines of the property described and also in conformity with the records in the Office of the Recorder of Allen County, Indiana. No encroachments existed except as noted on said survey.

LOT CURVE DATA				
LOT	RADIUS	ARC	CHORD	CENT. ANG.
BLK. "A"	6438.30'	138.30'	138.29'	00 49' 19"
1	6438.30'	138.29'	138.29'	00 49' 05"
2	6438.30'	138.29'	138.29'	00 49' 05"
3	6438.30'	138.29'	138.29'	00 49' 05"
4	350.00'	35.00'	35.00'	05 44' 40"
5	50.00'	58.81'	55.57'	67 30' 45"
6	50.00'	46.34'	44.70'	53 06' 00"
7	50.00'	41.23'	40.16'	47 21' 40"
8	50.00'	10.22'	10.00'	11 28' 40"
9	50.00'	41.33'	40.16'	47 21' 40"
10	300.00'	19.53'	19.52'	03 43' 40"
11	300.00'	19.53'	19.52'	03 43' 40"
12	300.00'	19.53'	19.52'	03 43' 40"
13	300.00'	19.53'	19.52'	03 43' 40"
14	200.00'	25.97'	25.95'	07 26' 20"
15	200.00'	117.75'	116.08'	33 44' 00"
16	200.00'	117.75'	116.08'	33 44' 00"
17	200.00'	117.75'	116.08'	33 44' 00"
18	200.00'	117.75'	116.08'	33 44' 00"
19	200.00'	117.75'	116.08'	33 44' 00"
20	200.00'	117.75'	116.08'	33 44' 00"
21	200.00'	117.75'	116.08'	33 44' 00"
22	200.00'	117.75'	116.08'	33 44' 00"
23	200.00'	117.75'	116.08'	33 44' 00"
24	200.00'	117.75'	116.08'	33 44' 00"
25	200.00'	117.75'	116.08'	33 44' 00"
26	200.00'	117.75'	116.08'	33 44' 00"
27	200.00'	117.75'	116.08'	33 44' 00"
28	200.00'	117.75'	116.08'	33 44' 00"
29	200.00'	117.75'	116.08'	33 44' 00"
30	200.00'	117.75'	116.08'	33 44' 00"
31	200.00'	117.75'	116.08'	33 44' 00"
32	200.00'	117.75'	116.08'	33 44' 00"
33	200.00'	117.75'	116.08'	33 44' 00"
34	200.00'	117.75'	116.08'	33 44' 00"
35	200.00'	117.75'	116.08'	33 44' 00"
36	200.00'	117.75'	116.08'	33 44' 00"
37	200.00'	117.75'	116.08'	33 44' 00"
38	200.00'	117.75'	116.08'	33 44' 00"
39	200.00'	117.75'	116.08'	33 44' 00"
40	200.00'	117.75'	116.08'	33 44' 00"
41	200.00'	117.75'	116.08'	33 44' 00"
42	200.00'	117.75'	116.08'	33 44' 00"
43	200.00'	117.75'	116.08'	33 44' 00"
44	200.00'	117.75'	116.08'	33 44' 00"
45	200.00'	117.75'	116.08'	33 44' 00"
46	200.00'	117.75'	116.08'	33 44' 00"
47	200.00'	117.75'	116.08'	33 44' 00"
48	200.00'	117.75'	116.08'	33 44' 00"
49	200.00'	117.75'	116.08'	33 44' 00"
50	200.00'	117.75'	116.08'	33 44' 00"
51	200.00'	117.75'	116.08'	33 44' 00"
52	200.00'	117.75'	116.08'	33 44' 00"
53	200.00'	117.75'	116.08'	33 44' 00"
54	200.00'	117.75'	116.08'	33 44' 00"
55	200.00'	117.75'	116.08'	33 44' 00"
56	200.00'	117.75'	116.08'	33 44' 00"
57	200.00'	117.75'	116.08'	33 44' 00"
58	200.00'	117.75'	116.08'	33 44' 00"
59	200.00'	117.75'	116.08'	33 44' 00"
60	200.00'	117.75'	116.08'	33 44' 00"
61	200.00'	117.75'	116.08'	33 44' 00"
62	200.00'	117.75'	116.08'	33 44' 00"
63	200.00'	117.75'	116.08'	33 44' 00"
64	200.00'	117.75'	116.08'	33 44' 00"
65	200.00'	117.75'	116.08'	33 44' 00"
66	200.00'	117.75'	116.08'	33 44' 00"
67	200.00'	117.75'	116.08'	33 44' 00"
68	200.00'	117.75'	116.08'	33 44' 00"
69	200.00'	117.75'	116.08'	33 44' 00"
70	200.00'	117.75'	116.08'	33 44' 00"
71	200.00'	117.75'	116.08'	33 44' 00"
72	200.00'	117.75'	116.08'	33 44' 00"
73	200.00'	117.75'	116.08'	33 44' 00"
74	200.00'	117.75'	116.08'	33 44' 00"
75	200.00'	117.75'	116.08'	33 44' 00"
76	200.00'	117.75'	116.08'	33 44' 00"
77	200.00'	117.75'	116.08'	33 44' 00"
78	200.00'	117.75'	116.08'	33 44' 00"
79	200.00'	117.75'	116.08'	33 44' 00"
80	200.00'	117.75'	116.08'	33 44' 00"
81	200.00'	117.75'	116.08'	33 44' 00"
82	200.00'	117.75'	116.08'	33 44' 00"
83	200.00'	117.75'	116.08'	33 44' 00"
84	200.00'	117.75'	116.08'	33 44' 00"
85	200.00'	117.75'	116.08'	33 44' 00"
86	200.00'	117.75'	116.08'	33 44' 00"
87	200.00'	117.75'	116.08'	33 44' 00"
88	200.00'	117.75'	116.08'	33 44' 00"
89	200.00'	117.75'	116.08'	33 44' 00"
90	200.00'	117.75'	116.08'	33 44' 00"
91	200.00'	117.75'	116.08'	33 44' 00"
92	200.00'	117.75'	116.08'	33 44' 00"
93	200.00'	117.75'	116.08'	33 44' 00"
94	200.00'	117.75'	116.08'	33 44' 00"
95	200.00'	117.75'	116.08'	33 44' 00"
96	200.00'	117.75'	116.08'	33 44' 00"
97	200.00'	117.75'	116.08'	33 44' 00"
98	200.00'	117.75'	116.08'	33 44' 00"
99	200.00'	117.75'	116.08'	33 44' 00"
100	200.00'	117.75'	116.08'	33 44' 00"

CURVE DATA				
STREET	CURVE	RADIUS	ARC	CHORD
STABLEFORD DRIVE	1	300.0'	139.19'	137.94'
	2	350.0'	112.34'	111.86'
HOLLY RIDGE RUN	2	200.0'	313.58'	282.43'
	3	250.0'	391.97'	353.04'
HOLLY RIDGE RUN	3	250.0'	52.36'	52.26'
	4	300.0'	62.83'	62.72'
HOLLY RIDGE RUN	4	200.0'	101.23'	100.15'
	5	250.0'	111.53'	110.60'
TWIN CREEKS DRIVE	5	200.0'	116.80'	115.15'
	6	250.0'	146.00'	143.93'

## NOTES:

- All lot corners are established with 1/2" x 10" reinforcing rod (iron pin).
- There are 20' intersection radii on all corner lots and out-to-banks.
- All buried utilities must allow for drainage grade as shown on storm drainage plans.
- U. & S. D. Eas't. denotes Utility and Surface Drainage Easement.
- Blocks "A", "B", "C" and "D" are designated as common areas and Utility and Surface Drainage Easements.
- Based-in elevations represent minimum flood protection grades.
- The typical minimum setback and minimum side yard requirements for each lot:  
30' front building line  
Alternating 20' and 30' building lines on corner lots  
25' rear building line  
7' minimum side yard
- According to the Flood Insurance Rate Maps (FIRM) number 180030135 D and 180030145 D, dated September 28, 1990, the herein described real estate is located in Zone "V" and is not in a Flood hazard area.

1" = 100'

0 50 100 200

## DEVELOPER

NORTH EASTERN CONST. CO. INC.  
6700 EAST STATE BLVD.  
FORT WAYNE, INDIANA  
(219) 749-0425

## ENGINEER

DONOVAN ENGINEERING  
2020 INWOOD DRIVE  
EXECUTIVE PARK  
FORT WAYNE, INDIANA  
(219) 424-7418



*John R. Donovan*  
JOHN R. DONOVAN P.E. & P.L.S.

AUG 26 1993

93-049094

*Frank R. Zehr*  
 DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
 LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
 OF THE PLAT OF HOLLY RIDGE, SECTION I  
 A SUBDIVISION IN Perry TOWNSHIP, ALLEN COUNTY, INDIANA

*PLAT CMB "B" PAGE "B2"*

North Eastern Construction Co., Inc., an Indiana corporation, by Joseph L. Zehr, its President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Holly Ridge, Section I, a Subdivision in Perry Township, Allen County, Indiana.

The lots are numbered from 1 through 47 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

## PREFACE

Holly Ridge, Section I is part of a tract of real estate which is currently planned to be subdivided into a maximum of 98 residential lots. In addition to the recordation of the Plat of and this document, there will be recorded articles of incorporation of Holly Ridge Community Association, Inc., it being Developer's intention that each Owner of a lot in Holly Ridge, Section I will become a member of said association, and be bound by its articles of incorporation and bylaws.

Section 1. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 "Articles". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2 "Association". Holly Ridge Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Board of Directors". The duly elected board of directors of the Association.

1.4 "Bylaws". The bylaws adopted Holly Ridge Community Association, Inc., and all amendments to those bylaws.

1.5 "Committee". The Architectural Control Committee established under section 5 of the Covenants.

1.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners. Common Area is designated as Block A, B and C on the face of the plat.

1.7 "Covenants". This document and the restrictions, limitations and covenants imposed under it.

1.8 "Developer". North Eastern Construction Co., Inc., an Indiana corporation, and its assigns and successors in interest in the Real Estate.

1.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 70 feet in width at the established front building line as shown on the Plat.

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1.10 "Owner", and in the plural form, "Owners". The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.11 "Plan Commission". The Allen County Plan Commission, or its successor agency.

1.12 "Plat". The recorded secondary plat of Holly Ridge, Section I.

1.13 "Preserved Area". The wetlands preservation area designated as "Preserved Area" within Block A on the face of the Plat.

1.14 "Subdivision". The platted Subdivision of Holly Ridge, Section I.

## Section 2. PROPERTY RIGHTS.

2.1 Owners' Easements of Enjoyment. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association.

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2 To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any published rule of the Association.

2.1.3. To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's Lot.

## Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 Class A. Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Lot.

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 300 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 When fee simple title to all Lots have been conveyed by Developer; or

3.2.2.2 on December 31, 2000.

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#### Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basin into which the Subdivision's surface waters drain.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be Eighty-Five Dollars (\$85.00) per Lot. Subsequent assessments may be made as follows:

4.3.1 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than 8% above the annual assessment for the previous year, without a vote of the membership.

4.3.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

4.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in section 4.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay its pro rata share of the cost of maintaining the common impoundment basin.

4.5 Notice and Quorum For Any Action Authorized Under Subsections 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or yearly basis.

4.7 Date of Commencement of Annual Assessments/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first

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annual assessment shall be pro rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.8 Effect of Nonpayment of Assessments/Remedies of the Association.

4.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

4.8.2 The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this section 4.

4.9 Subordination of Assessment Lien to First Mortgages Liens.  
The lien of the assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 5. ARCHITECTURAL CONTROL

5.1 No building, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to a structure on a Lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three members, the first Committee members to be: Joseph L. Zehr, Cathy A. Zehr and Orrin R. Sessions. A majority of the Committee may appoint a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to appoint a successor.

5.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

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5.4 In the event the Committee (or Board of Directors or other entity acting under sections 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 5 will be deemed to have been given.

#### Section 6. GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,400 square feet for a one-story residence, or less than 1,800 square feet of total living area, excluding one-story open porches, breezeways and garages, for a residence that has more than one story

6.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 70 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 7,500 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

6.6 Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conduits for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition, and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conduits unobstructed.

6.7 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

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6.8 Temporary Structures. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

6.9 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section 6.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.10 Free-Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, shall be constructed, erected, or located or used on a Lot.

6.11 Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a builder to advertise a Lot during the construction and sales periods.

6.12 Antennas. No radio or television antenna with more than 30 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot.

6.13 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

6.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6.15 Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

6.16 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

6.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width.

6.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

6.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

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6.20 Storm Water Runoff. No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

6.21 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

6.22 Certificate of Occupancy. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

6.23 Enforcement. The Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

6.24 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

6.25 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

6.26 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

6.26.1 After primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision and by the owners of at least 75% of the lots in future sections, if any, of Holly Ridge. For purposes of this section 6.26.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in section 1.10.

6.26.2 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under section 6.26.1, also must sign the amendatory document.

6.26.3 Notwithstanding the provisions of section 6.26.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except section 6.2) without approval of the Owners.

6.26.4 In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.

6.26.5 Notwithstanding the provisions in sections 6.26.1 through 6.26.4, the covenants contained in section 10 may not be amended without the express written consent or approval of the U.S. Army Corps of Engineers or its successor(s).



6.27 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under section 1.9.

Section 7. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 8. Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots 1 through 5, 11 through 26, 42 and 43 as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 9. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are established of 852.0 feet Mean Sea Level for Lots 6, 7 and 15 through 26; 853.5 feet Mean Sea Level for Lots 34 and 35; 849.5 for Lots 36 through 39. All residences on such Lots shall be constructed so that the minimum elevation of the a first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this section 9.

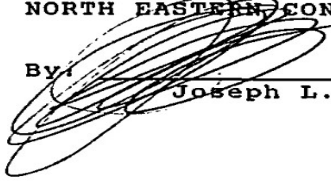
Section 10. Wetlands Preservation. Developer declares and further covenants that the Preserved Area shall not be altered, modified, or developed in any way, including but not limited to, the discharge of dredged or fill material on the Preserved Area, and that the vegetation, soils, and hydrology of the Preserved Area shall remain in an unaltered, natural condition following completion of compensatory mitigation. The covenants in this section 10 shall be perpetual (unless amended pursuant to section 6.26.5), shall run with the land, and shall be binding upon Developer, the Association, all Owners, and their legal representatives, successors, and assigns.

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IN WITNESS WHEREOF, North Eastern Construction Co., Inc., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on March 29, 1993.

NORTH EASTERN CONSTRUCTION CO., INC.

By  Joseph L. Zehr, President

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

Before me, a Notary Public in and for said County and State, this 29th day of March, 1993, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of North Eastern Construction Co., Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

  
Orrin R. Sessions, Notary Public  
Resident of Allen County, Indiana

My Commission Expires:

May 30, 1996

Witness my hand and notarial seal.

This instrument was prepared by James A. Federoff, Attorney at Law.



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